



Public Service Commission of South Carolina  
Tariff Summary Sheet as of August 21, 2009

Global Crossing Local Services, Inc.

Tariff Service: Local

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (<http://etariff.psc.sc.gov>).

Revision	Date Filed	Effective Date	# of Pages
E2009-43	2/24/09	8/21/09	14
<u>Summary:</u> Various rate changes			
E2008-229	8/1/08	9/4/08	4
<u>Summary:</u> Adds Switched Access Rates			

RATES, TERMS AND CONDITIONS  
RELATING TO THE PROVISION OF  
LOCAL EXCHANGE SERVICES  
IN THE STATE OF SOUTH CAROLINA  
FURNISHED BY  
GLOBAL CROSSING LOCAL SERVICES, INC.

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CHECK SHEET

The pages listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original price list and are currently in effect as of the date at the bottom of this page.

<u>Page No.</u>	<u>Revision</u>		<u>Page No.</u>	<u>Revision</u>	<u>Page No.</u>	<u>Revision</u>
1	Original		26	Original	51	Original
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5	Original		30	Original	55	Original
6	3 <sup>rd</sup> Rev.	*	31	Original	56	Original
7	Original		32	Original	57	1 <sup>st</sup> Rev. *
8	Original		33	Original	58	Original
9	Original		34	Original	59	1 <sup>st</sup> Rev. *
10	Original		35	Original	60	1 <sup>st</sup> Rev. *
11	Original		36	Original	61	Original
12	Original		37	Original	62	Original
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14	Original		39	Original	64	1 <sup>st</sup> Rev. *
15	Original		40	Original	64.1	Original *
16	Original		41	Original	65	1 <sup>st</sup> Rev.
17	Original		42	Original	66	2 <sup>nd</sup> Rev. *
18	Original		43	Original	67	1 <sup>st</sup> Rev. *
19	Original		44	Original	68	1 <sup>st</sup> Rev. *
20	Original		45	Original	69	Original
21	Original		46	Original	70	Original *
22	Original		47	Original		
23	Original		48	Original		
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25	Original		50	Original		

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below:

- C To signify changed administrative regulation.
- D To signify discontinued rate, administrative regulation or text.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- S To signify reissued matter.
- T To signify a change in text but no change in rate or regulation.



APPLICATION OF TARIFF

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange service by Global Crossing Local Services, Inc. ("the Company") in the State of South Carolina.

The provision of local exchange services is subject to existing regulations and terms and conditions specified in this price list and may be revised, added to or supplemented by superseding issues.

EXPLANATION OF TERMS

**ADVANCE PAYMENT:** Part or all of a payment required before the start of service.

**AGENCY:** For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

**ALTERNATE ROUTING (“AR):** Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes down for a period (night service).

**AUTOMATIC NUMBER IDENTIFICATION (“ANI”):** Allows the automatic transmission of a caller’s billing account telephone number to a local exchange company, interexchange carrier or third party subscriber. The primary purposed of an ANI is to allow for billing of toll calls.

**CALL INITIATION:** The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

**CALL TERMINATION:** The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

**CENTRAL OFFICE:** An operating office of the incumbent local exchange company where connections are made between telephone exchange lines.

**CENTRAL OFFICE LINE:** A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

**CHANNEL:** A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of a single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

**CHANNEL CONVERSION:** The termination of 1.544 Mbps Service at a Customer location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the Customer.

EXPLANATION OF TERMS (cont'd)

CHANNEL SERVICE UNIT (CSU): The equipment located at the Customer premise which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

COMMISSION: The Public Service Commission South Carolina.

COMMUNICATIONS SERVICES: The Company's intrastate local exchange switched telephone services.

COMMUNICATIONS SYSTEMS: Channels and other facilities which are capable of two-way communications between subscriber-provided terminal equipment or telephone company stations, even when not connected to exchange and message toll communications service.

COMPANY: Global Crossing Local Services, Inc. (GCLSI), unless otherwise clearly indicated from the context.

CUSTOMER or SUBSCRIBER: The person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

CUSTOMER PREMISE EQUIPMENT ("CPE"): Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DEFAULT ROUTING ("DR"): When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

EXPLANATION OF TERMS (cont'd)

DEMARCATIION POINT: The physical dividing point between the Company's network and the Customer premise.

DEPOSIT: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID TRUNK: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

DIRECT INWARD DIAL ("DID"): A service attribute that routes incoming calls directly to stations, bypassing a central answer point.

DIRECT OUTWARD DIAL ("DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

DIGITAL: A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

END OFFICE: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide (LERG), issued by Telcordia.

EXPLANATION OF TERMS (cont'd)

EMERGENCY SERVICE NUMBER ("ESN"): A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

EMERGENCY SERVICE (ENHANCED 911): Allows Customer to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

E911 CUSTOMER: A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

E911 SERVICE AREA: The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

EXCHANGE or LOCAL CALLING AREA: An area, consisting of one or more central office districts, within which a call between any two points is a Local Call.

EXCHANGE ACCESS LINE: A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE or LOCAL EXCHANGE SERVICE: The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

EXCHANGE TELEPHONE COMPANY OR TELEPHONE COMPANY: Denotes an individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service through an exchange area, and between exchange areas within the LATA.

EXPLANATION OF TERMS (cont'd)

**FINAL ACCOUNT:** A Customer's outstanding charges still owed to the Company.

**HEARING IMPAIRED:** Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired person who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications devices for the deaf.

**IN ONLY:** A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

**INTERFACE:** That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

**INTERRRUPTION:** The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

**INVESTIGATIVE OR LAW ENFORCEMENT OFFICER:** An officer of the United States, a state or a political subdivision of the United States which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

**IXC or INTEREXCHANGE CARRIER:** A long distance telecommunications services provider.

**LATA:** A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

**LEASED CHANNEL:** A non-switched electrical path used for connection of equipment furnished by the Subscriber to equipment furnished by the Subscriber or the Company for a specific purpose.

EXPLANATION OF TERMS (cont'd)

LOCAL CALL: A call which is not rated as a long distance call.

MBPS: Megabits, denotes millions of bits per second.

MINIMUM POINT OF PRESENCE ("MPOP"): The main telephone closet in the Customer's building.

MONTHLY RECURRING CHARGES ("MRC"): The monthly charges to the customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

NON-RECURRING CHARGE ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

NPA: Numbering plan area or area code.

OFF-NET: A means for carrying and switching traffic to or from the customer's premises, where the Company leases other telephone company's facilities to deliver traffic to a Customer location. With Off-Net service, the Customer's premise is connected through such facilities directly to switching equipment leased by the Company for resale purposes from Other Telephone Companies. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.

ON-NET: A means for carrying and switching local traffic to or from the Customer premise, where the Company connects to the MPOP in a Customer building or on Customer premise using Company-owned fiber facilities or local loops obtained from Other Telephone Companies. With On-Net service, the Customer premise is connected through such facilities directly to switching equipment owned by the Company.

OTHER TELEPHONE COMPANY: An Exchange Telephone Company, other than the Company.

EXPLANATION OF TERMS (cont'd)

**PUBLIC SAFETY ANSWERING POINT ("PSAP"):** An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

**PBX:** A private branch exchange.

**POINT OF PRESENCE ("POP"):** Point of Presence.

**PRESUBSCRIPTION:** An arrangement whereby a Customer may select and designate to the Company an IXC it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected IXC Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

**RATE CENTER:** Company-designated service locations from which service is rendered or rated.

**SERVICE COMMENCEMENT DATE:** The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**SERVICE ORDER:** The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**SHARING:** An arrangement in which several users collectively use communications services and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.



EXPLANATION OF TERMS (cont'd)

**TWO WAY:** A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**TELECOMMUNICATIONS RELAY SERVICE (TRS):** Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT or vice versa. A Customer will be able to access the state provider to complete such calls.

**TERMINATION OF SERVICE:** Discontinuance of both incoming and outgoing service.

**TOLL BLOCKING:** Allows End Users to block direct-dialed long distance calls from their telephones.

**TOLL CALL:** Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

**USAGE BASED CHARGES:** Charges for minutes or messages traversing over local exchange facilities.

**USER or END USER:** A Customer, joint user, or any other person authorized by the Customer to use service provided under this tariff.

1. Regulations

1.1 Undertaking of the Company

- A The Company undertakes to furnish communications services pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of South Carolina, and terminating within a local calling area as defined herein.
- B The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- C The Company will provide a toll-free number giving Customers access to service personnel during regular business hours.
- D The Company will comply with any applicable quality of service requirements according to South Carolina laws and rules.

1.2 Shortage of Equipment or Facilities

- A The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from Other Telephone Companies to furnish service from time to time as required at the sole discretion of the Company.

1. Regulations (cont'd)1.3 Terms and Conditions

- A Service is provided on the basis of a minimum of at least six months, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the services ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D Service may be terminated upon written notice to the Customer if:
  - (i) the Customer is using the service in violation of this tariff; or
  - (ii) the Customer is using the service in violation of the law.
- E This tariff shall be interpreted and governed by the laws of the State of South Carolina without regard for the State's choice of laws provisions.
- F In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

1. Regulations (cont'd)1.3 Terms and Conditions (cont'd)

- G Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- I The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

1. Regulations (cont'd)1.4 Limitations on Liability

- A Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services; or, (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 1.16.
- B Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 1.16, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

1     Regulations (cont'd)1.4           Limitations on Liability (cont'd)

D     The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

- (i)     Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
- (ii)    Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotion's; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- (iii)   Any unlawful or unauthorized use of the Company's facilities and services;
- (iv)    Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
- (v)    Breach in the privacy or security of communications transmitted over the Company's facilities;

1     Regulations (cont'd)1.4     Limitations on Liability (cont'd)

## D       (cont'd)

- (vi)     Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Section 1.4;
- (vii)    Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (viii)   Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (ix)     Any non-completion of calls due to network busy conditions;
- (x)      Any calls not actually attempted to be completed during any period that service is unavailable;
- (xi)     And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

1. Regulations (cont'd)1.4 Limitations on Liability (cont'd)

- E The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

1.4.1 With Respect to Emergency Number 911 Service

- A This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.



1. Regulations (cont'd)1.4 Limitations on Liability (cont'd)1.4.2 With Respect to Directory Listings

- A In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
- B An allowance for errors or mistakes in or omissions of any published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:
- (i) Free Listings: For free or non-charged published directory listings credit shall be given at the rate of one times the monthly tariff rate for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.
  - (ii) Charge Listings: For each additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
  - (iii) Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/20ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

1. Regulations (cont'd)1.4 Limitations on Liability (cont'd)1.4.2 With Respect to Directory Listings (cont'd)

- (iv) Credit limitation: The total amount of the credit provided for the preceding paragraphs (i) and (ii) shall not exceed, on a monthly basis the total of the charges for each charge listing as specified in paragraph (ii), for the line or lines in question.
- (v) Definitions: As used in paragraphs (i), (ii) and (iii) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or a community different from the one provided to the Company.
- (vi) Notice: Such allowances or credits as specified in paragraphs (i) and (ii) above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

1. Regulations (cont'd)1.4 Limitations on Liability (cont'd)1.4.3 With Respect to Caller ID Blocking

A The Company shall have no liability for monetary damages (including without limitation claims for direct, indirect, special, incidental or consequential damages, whether or not the Company has been advised of the possibility of such damages), arising from any failures, errors, malfunctions or omissions of Caller ID Blocking, whether or not arising from or relating to any ordinary negligence by the Company.

1.5 Directory Listings

A The Company will, as a service to the Customer, arrange for listing of the Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 1.4.2 preceding. The Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.

B When a Customer with a non-published telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

C In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of such telephone number, but will not be liable should such number be divulged.

D The Company shall not be liable for any act or omission concerning the implementation of presubscription as defined herein.

1     Regulations (cont'd)1.6     Notification of Service Affecting Activities

- A     The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

1. Regulations (cont'd)1.7 Provision of Equipment and Facilities

- A The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.
- C Equipment the Company provide or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- (i) the through transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
  - (ii) the reception of signals by Customer provided equipment; or
  - (ii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.
- F The Customer shall not connect any equipment to the Company's network, except with at least ten (10) days prior written notice to the Company.

1. Regulations (cont'd)1.8 Non-Routine Installation

- A At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

1.9 Special Construction

- A Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction in construction undertaken:
- (i) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
  - (ii) of a type other than that which the Company would normally utilize in the furnishing of its services;
  - (iii) over a route other than that which the Company would normally utilize in the furnishing of its services;
  - (iv) in a quantity greater than that which the Company would normally construct;
  - (v) on an expedited basis;
  - (vi) on a temporary basis until permanent facilities are available;
  - (vii) involving abnormal costs;
  - (viii) in advance of normal construction.

1. Regulations (cont'd)1.10 Ownership of Facilities

- A Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

1.11 Prohibited Uses

- A The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Public Service Commission of South Carolina regulations, policies, orders, and decisions.
- C The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- D A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

## 1. Regulations (cont'd)

1.12 Obligations of the Customer1.12.1 General

The Customer shall be responsible for:

- A the payment of all applicable charges pursuant to this tariff;
- B damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or the noncompliance by the Customer with these regulations, or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;



1. Regulations (cont'd)1.12 Obligations of the Customer (cont'd)1.12.1 General (cont'd)

- E providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under paragraph (D), Section 1.12.1; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

1. Regulations (cont'd)1.12 Obligations of the Customer (cont'd)1.12.2 Liability of the Customer

- A The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

1. Regulations (cont'd)1.13 Customer Equipment and Channels1.13.1 General

- A A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

1.13.2 Station Equipment

- A Terminal equipment on the Customer's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- B The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense subject to prior Customer approval of the equipment expense.

1. Regulations (cont'd)1.13 Customer Equipment and Channels (cont'd)1.13.3 Interconnection of Facilities

THIS SECTION 1.13.3 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

- A Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the South Carolina Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- B Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- C Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- D Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations. Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service and the channels, facilities, or the equipment of others may be provided at the Customer's expense. The Customer shall be liable for damages resulting from the Customer's use of non-compatible equipment.

1. Regulations (cont'd)1.13 Customer Equipment and Channels (cont'd)1.13.4 Inspections

- A Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 1.13.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Company-owned facilities and equipment.
- B If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down the Customer's service immediately, with no prior notice required.

1. Regulations (cont'd)1.14 Customer Deposits and Advance Payments1.14.1 Advance Payments

- A To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the recurring charge(s) and one (1) month's charges for the services or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

1. Regulations (cont'd)1.14 Customer Deposits and Advance Payments (cont'd)1.14.2 Deposits

- A To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- B Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company in accordance with the Public Service Commission of South Carolina.
- C Deposits will accrue interest annually at the rate required by the Department. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- D The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

1     Regulations (cont'd)

1.15   Payment Arrangements

1.15.1 Payment for Service

- A     The Customer is responsible for payment of all charges for facilities and services furnished by the Company to the Customer.
- B     The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers located in the affected jurisdictions.
- C     Certain telecommunications services, as defined by the Public Service Commission of South Carolina, are subject to state sales tax at the prevailing rates, if the services originate and terminate in South Carolina, or both, and are charged to a Subscriber's telephone number or account in South Carolina.

1.15.2 Bills and Collection of Charges

- A     The Customer is responsible for payment of all charges incurred by the Customer or other Users for services and facilities furnished to the Customer by the Company.
- B     Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- C     The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.



1. Regulations (cont'd)1.15 Payment Arrangements (cont'd)1.15.2 Billing and Collection of Charges (cont'd)

- D When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- E Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

1. Regulations (cont'd)1.15 Payment Arrangements (cont'd)1.15.2 Billing and Collection of Charges (cont'd)

- G The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice.
- H If service is disconnected by the Company (in accordance with Section 1.15.4 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 1.15.4 following) and later restored, restoration of service may be subject to the rates in Price List Sections 4.9 through 4.11.

1.15.3 Disputed Bills

- A The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the Customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
- B The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- C The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

1     Regulations (cont'd)1.15   Payment Arrangements (cont'd)1.15.4   Discontinuance of Service for Cause

- A     The Company may discontinue service for the following reasons provided in this Section 1.15.4. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.
- B     Upon the Company's discontinuance of service to the Customer under Section 1.15.4(A) or 1.15.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- C     Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- D     Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- E     Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

1     Regulations (cont'd)1.15   Payment Arrangements (cont'd)1.15.4   Discontinuance of Service for Cause (cont'd)

- F     Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- G     Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- H     Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- I     Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- J     Without notice in the event of tampering with the equipment or services furnished by the Company.
- K     The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

1     Regulations (cont'd)1.15   Payment Arrangements (cont'd.)1.15.5   Notice to Company for Cancellation of Service

- A     Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

1.15.6   Cancellation of Application for Service

- A     Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B     Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C     Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D     The special charges described in 1.15.6(A) through 1.15.6(C) will be calculated and applied on a case-by-case basis.

1. Regulations (cont'd)

1.15 Payment Arrangements (cont'd)

1.15.7 Changes in Service Requested

- A If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

1.15.8 Bad Check Charge

- A A service charge equal to the greater of \$20.00 will be for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

1     Regulations (cont'd)1.16   Allowances for Interruptions in Service1.16.1 General

- A     A credit allowance will be given when service is interrupted, except as specified in Section 1.16.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B     An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C     If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D     The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

1     Regulations (cont'd)1.16   Allowances for Interruptions in Service (cont'd)1.16.2   Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A     Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B     Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C     Due to circumstances or causes beyond the reasonable control of the Company;
- D     During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E     A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 1.16.3), or utilize another service provider;
- F     During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G     That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H     That was not reported to the Company within thirty (30) days of the date that service was affected.



1     Regulations (cont'd)1.16   Allowances for Interruptions in Service (cont'd)1.16.3 Use of Another Means of Communication

- A     If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

1.16.4 Application of Credits for Interruptions in Service

- A     Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B     For calculating credit allowances, every month is considered to have thirty (30) days.
- C     A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

1. Regulations (cont'd)1.16 Allowances for Interruption in Service (cont'd)1.16.4 Application of Credits for Interruptions in Service (cont'd)

## D Interruptions of 24 hours or less:

- (i) 1/30th of the monthly rate, if there was not a previous interruption of at least twenty-four (24) hours in the same billing period.
- (ii) 2/30th of the monthly rate, if there was a previous interruption of at least twenty-four (24) hours in the same billing period.

## E Interruptions over 24 hours:

- (i) If caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each twenty-four (14) hours of interruption (or fraction thereof).
- (ii) For other interruption, 1/30th of the monthly rate for the first 24 hours and 2/30th of the monthly rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.

## 1. Regulations (cont'd)

1.16 Allowances for Interruption in Service (cont'd)1.16.5 Limitations on Allowances

No credit allowance will be made for:

- A interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- B interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- C interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- E interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- F interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- G that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

1. Regulations (cont'd)1.17 Cancellation of Service/Termination Liability

- A If a Customer cancels a service order or terminates services before the completion of the term for any reason other than where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 1.15.2.

1.17.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- B any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

1. Regulations (cont'd)1.18 Customer Liability for Unauthorized Use of the Network

- A Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

1.18.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

## 1. Regulations (cont'd)

1.19 Use of Customer's Service by Others1.19.1 Resale and Sharing

THIS SECTION 1.19.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE SOUTH CAROLINA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

- A There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the South Carolina Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

1.19.2 Joint Use Arrangements

- A Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

1.20 Transfers and Assignments

- A Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

## 1. Regulations (cont'd)

1.21 Notices and Communications

- A The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

1     Regulations (cont'd)1.22   Promotional Offers

- A     The Company may, from time to time, engage in special promotional offerings of limited duration designed to attract new subscribers or to increase Subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with the rules and regulations of the Commission.

1.23   Individual Case Basis (ICB) Arrangements

- A     Arrangements may be developed on a case-by-case basis in response to a bona fide request of a prospective Customer to develop a competitive bid for services at rates not generally offered under this tariff. ICB rates will be offered to the Customers in writing and on a non-discriminatory basis.

1.24   Customer Service

- A     Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free at the telephone provided on the Customer's invoice.



## 2     Service Descriptions and Rates

### 2.1     Exchange Service Areas

- A     The Company's Local Digital Service is provided, subject to availability of facilities and equipment, in that portion of the Charlotte, North Carolina calling area which extends into South Carolina and in those rate centers served by BellSouth Corp.

### 2.2     General

- A     The Company's local exchange service provides the Customer with a connection to the Company's facilities that enable the Customer to:
- (i)     receive calls from other stations on the public switched telephone network;
  - (ii)    place calls to other stations on the public switched telephone network;
  - (iii)   access the Company's operators and business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and
  - (iv)    access to the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or Customer may access a provider on an *ad hoc* basis by dialing the provider's Carrier Identification Code (10XXX).
- B     The local calling area will be the same as that used by the incumbent local exchange company, a description of which can be found in the telephone directory published by incumbent local exchange company.
- C     Calls to information service providers (900/976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC Rule 64.1508.
- D     Service will be offered in the service areas in which the Company has been certificated by the Public Service Commission of South Carolina.

2     Service Descriptions and Rates (cont'd)2.3     Local Digital Service2.3.1   Description

The Company's Local Digital Service is provided to business Customers over access facilities at T-1 or higher capacity. Service is activated by purchasing ports (channels) at rates listed below. Additional channels may be purchased one channel at a time. Local Digital Service includes the standard feature of hunting and dual tone multi-frequency.

(T/C)

|

|

|

(T/C)

2.3.2   Rates

	Maximum Monthly Recurring Charge	Maximum Nonrecurring Charge	(T)
Per channel	\$60.00	\$90.00	(T)
½ T1	\$400.00	\$1080.00	(N)
T1	\$700.00	\$2160.00	
			(N)

2.4     T-1

2.4.1   The T-1 is a twenty-four (24) channel circuit over which the Company's digital service is provided. Global Crossing passes the underlying carrier's T-1 charge(s) through to its Local Digital Service Customers.

(T)

## 2 Service Descriptions and Rates (cont'd)

### 2.5 ISDN-PRI

#### 2.5.1 Description

- A ISDN-PRI is an alternative arrangement of Local Digital Service; it can provide users with multiple services through a single access point and can integrate voice data, imaging and messaging. Global Crossing offers ISDN-PRI for voice applications only. Service consists of 23 "B" channels and a single "D" channel that carries the control and signaling information.
- B Customer premise equipment ("CPE") that is compatible with ISDN interface is the responsibility of the Customer.
- C. ISDN-PRI is subject to the availability of Company facilities.

#### 2.5.2 Rates

Per D Channel:

Non-recurring Charge	\$3,500.00	Maximum
Monthly Recurring Charge	\$200.00	Maximum

### 2.6 Foreign Exchange Service

#### 2.6.1 Description

The Customer may opt to have service furnished from an exchange other than the one in which the Customer is located. This service arrangements to be furnished under special conditions where it is warranted by the circumstances involved. The Company does not obligate itself to furnish this service, particularly when it involves undue expense or impairment of the service furnished to other customers.

#### 2.6.2 Rates

Monthly Recurring Charge per T-1 equipped with FX:	\$200.00	Maximum
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2 Service Descriptions and Rates (cont'd)2.7 DID Numbers2.7.1 Description

- A. Blocks of number groups will be determined at the sole discretion of the Company's resources. Whenever possible, the Company will attempt to provide telephone numbers arranged consecutively in a group, but will not guarantee nor accept responsibility for provision of such an arrangement within or between a block of numbers. In addition, the Company reserves the right to review vacant DID stations or stations not in use, to determine efficient number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers. (T)
- B. The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company. The Company reserves the right to change such numbers assigned to the Customer whenever the Company deems it necessary to do so in the conduct of its business.
- C. Where all numbers in a group have not been connected for service, the Customer is responsible for providing interception of calls to vacant or non-working assigned station lines of such telephone numbers by means of attendant intercept or recorded announcement service. The Company will not terminate these numbers to an intercept message on the Customer's behalf.

## 2.7.2 Rates

Per number	Maximum		(C)
	Nonrecurring Charge	Monthly Recurring Charge	
	\$3.00	\$2.00	
			(C)

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2      Service Description and Rates (cont'd)2.8      Directory Listings2.8.1      Description

Directory listings will be provided in accordance with Section 1.5.2 of this tariff. The following types of listings are available:

- (i)      Primary Listing. Provides the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge.
- (ii)      Additional Listings. Available only in the names of Authorized Users of the Customer's service, as defined herein.
- (iii)      Non-published Listings. Non-published listings are not printed in directories nor are they available from directory assistance. Non-published listings are subject to the provisions set forth in Sections 1.2 and 1.5.2.
- (iv)      Non-Listed Numbers. Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listings are available from directory assistance.
- (v)      Foreign Listings. A foreign listing is one that is published in a directory not in the Customer's immediate calling area.
- (vi)      Extra Line Listings. Provides additional information after a main or additional listing, such as a fax number listed immediately below the main number.
- (vii)      Cross Reference Listing. Provides a reference to another listing in the same directory, such as situations where the Customer is doing business under more than one name.

2.8.2      Rates

	<u>Maximum Nonrecurring Charge</u>	<u>Maximum Monthly Recurring Charge</u>
Primary Listing	\$0.00	\$0.00
Additional	\$18.00	\$3.00
Non-Published	\$18.00	\$6.00 (I)
Non-Listed	\$18.00	\$5.00 (I)
Foreign	\$18.00	\$3.00
Extra Line	\$18.00	\$3.00
Cross Reference	\$18.00	\$3.00

2     Service Description and Rates (cont'd)

2.9     Directory Assistance

2.9.1   Description

- A     The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A maximum of two number requests per call will be allowed.
- B     The Customer will have the option of utilizing Directory Assistance Call Completion for the option of placing a call to the number requested.

2.9.2   Rates

- A     For all calls to directory assistance, the following charge will apply:

\$2.00 per call, Maximum

- B     For all requests for Directory Assistance Call Completion, the following additional charge will apply:

\$1.50 per call, Maximum

C     Special Directory Assistance

Third Number or Special Billing	\$6.00 per call, Maximum
Direct Dialed or Operator Handled	\$4.00 per call, Maximum

2.9.3   Directory Assistance Credits

- A     Credit will be given for calls to Directory Assistance as follows:

- (i)    The Customer experiences poor transmission or is cut-off during the call; or
- (ii)   The Customer is given the incorrect telephone number.

- B     To obtain credit, the Customer must contact its Customer Service representative.

## 2     Service Description and Rates (cont'd)

### 2.10   Operator Services

#### 2.10.1 General

- A     The Customer has the option of contacting the incumbent local exchange company operator for general information, such as dialing instructions, country or city codes, area code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent local exchange operator to complete local exchange telephone calls in the following manner:
- (i)    Third Party Billing. Provides the Customer with the ability to charge a local call to a third number that is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
  - (ii)   Collect Calls. Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
  - (iii)   Person to Person. Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.
  - (iv)    Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.
  - (v)    Busy Line Verification. Provides the customer with the verification that a line is busy and not otherwise disrupted.
  - (vi)    Busy Line Interrupt. Provides the customer with the option of interrupting a line that has been verified to be busy.

2 Service Description and Rates (cont'd)2.10 Operator Services (cont'd)2.10.2 Rates

	Maximum Surcharge	Maximum Per Minute Charge
Third Party Billing	\$2.00	\$0.40
Collect	\$2.00	\$0.40
Person to Person	\$4.00	\$0.40
Station to Station	\$2.00	\$0.40
Busy Line Verification	\$2.50	
Busy Line Verification w/ Interrupt	\$4.00	
Busy Line Verification Third Party or Special Billed	\$4.00	

2.11 Presubscription2.11.1 Description

A Customer may presubscribe to the intraLATA and/or interLATA carrier of their choice for long distance calling.

2.11.2 Rates

## A Intra and/or interLATA carrier change

\$15.00 per line, per occurrence, Maximum

## B A single occurrence can include a change of both the intraLATA and interLATA carriers.



2     Service Description and Rates (cont'd)

2.12   Moves, Adds, and Changes Charge

Non-recurring charges as shown or discussed in Sections 2.3 through 2.7 may apply in the following situations:

- (i)     the transfer of an existing service to a different location;
- (ii)    a change in the class of service at the same or a different location;
- (iii)   the conversion of an existing service from another certificated local exchange carrier at the same premises or location; or
- (iv)    restoral of service after suspension or termination for nonpayment.

2.13   Service Restoration Charge

When service has been discontinued in accordance with Section 1.14.3, the following service restoration charge will apply:

\$30.00 per occurrence, Maximum

2.14   Service Change Charge

A change to a Customer account will incur the following nonrecurring charge:

\$60.00 per occurrence, Maximum

(I)

2.15   Intercept Service

Intercept service will be placed on a line at the Customer's request redirecting calls to an alternate telephone number for sixty days.

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2      Service Description and Rates (cont'd)

(N)

2.16      Optional Features2.16.1      Vanity Number

Allows a Customer to request a specific number (e.g. 555-TOYS) if available. When the number is available a non-recurring charge applies per vanity number:

	Maximum Nonrecurring Charge	Maximum Monthly Recurring Charge
Vanity Number	\$200.00	\$10.00

2.16.2      Hunting

The hunting feature routes a call to an idle line in a prearranged group when the called telephone number is busy. Hunting does not work with Call Forward Busy and Don't Answer.

	Maximum Nonrecurring Charge	Maximum Monthly Recurring Charge
Hunting	\$15.00	\$15.00

2.17      Miscellaneous Charges

## 2.17.1      Service Expedite Charge

A Customer may request to expedite a service installation to be undertaken on a reasonable effort basis at the request of, and upon a determination by the Company that such charges should apply in that particular instance then the Service Expedite Charge listed below applies.

	Maximum
Expedite Charge per DSI/ISDN PRI	\$1200.00

(N)

3. Access Services3.1 Access

Except as may be otherwise provided in this tariff, the regulations, rates and charges for the Company's Intrastate Access Service shall be the same as its Interstate Access Services pursuant to the Company's FCC Tariff No. 19.

3.1.1 Exceptions to FCC Tariff No. 19

(N)

## (A) Switched Access Services

The following rates apply for Switched Access services purchased from the Company for services that originate and terminate within South Carolina.

## (1) Service Provided by UNE-P/Commercial Agreement

## (a) Direct Transport

	<b>Minimum</b>	<b>Maximum</b>
	Per Minute Rate	Per Minute Rate
Originating	\$0.0014969	\$0.0059876
Terminating	\$0.0014969	\$0.0059876

## (b) Combination Direct/Tandem Transport

	<b>Minimum</b>	<b>Maximum</b>
	Per Minute Rate	Per Minute Rate
Originating	\$0.0027799	\$0.011118
Terminating	\$0.0027799	\$0.011118

## (2) Service Provide via Company Switch

	<b>Minimum</b>	<b>Maximum</b>
	Per Minute Rate	Per Minute Rate
Originating	\$0.001753	\$0.007012
Terminating	\$0.001753	\$0.007012

(N)

4     Price List4.1     Local Digital Service

	Monthly Recurring Charge	Nonrecurring Charge	(T)
Per channel	\$20.00	\$45.00	(T)
½ T1	\$240.00	\$540.00	(N)
T1	\$400.00	\$1,080.00	
			(N)

4.2     ISDN-PRI

Per D Channel:

Nonrecurring Charge	\$2,500.00
Monthly Recurring Charge	\$100.00

4.3     Foreign Exchange Service

Monthly Recurring Charge per T-1 equipped with FX:	\$100.00
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4.4     DID Numbers

	Monthly Recurring Charge	Nonrecurring Charge	(T)
Per number	\$0.80	\$0.00	(C)
			(C)

4     Price List (cont'd)4.5     Directory Listings

	Nonrecurring <u>Charge</u>	Monthly Recurring <u>Charge</u>
Primary Listing	\$0.00	\$0.00
Additional	\$8.75	\$1.15 <b>(I)</b>
Non-Published	\$8.75	\$4.00 <b>(I)</b>
Non-Listed	\$8.75	\$2.20 <b>(I)</b>
Foreign	\$8.75	\$1.15 <b>(I)</b>
Extra Line	\$8.75	\$1.15 <b>(I)</b>
Cross Reference	\$8.75	\$1.15 <b>(I)</b>

4.6     Directory Assistance

## A     Direct Dialed Directory Assistance:

\$1.25 per call **(I)**

## B     Directory Assistance Call Completion:

\$0.75 per call **(I)**

## C     Special Directory Assistance

Third Number or Special Billing     \$2.70 per call

Direct Dialed or Operator Handled   \$1.60 per call

4. Price List (cont'd)4.7 Operator Services

	Surcharge	Per Minute Charge
Third Party Billing	\$0.70	\$0.20
Collect	\$0.70	\$0.20
Person to Person	\$1.70	\$0.20
Station to Station	\$0.70	\$0.20
Busy Line Verification	\$2.00 (I)	
Busy Line Verification w/ Interrupt	\$4.00 (I)	
Busy Line Verification Third Party or Special Billed	\$2.00	

4.8 Presubscription

Intra and/or interLATA carrier change:

\$10.00 per line, per occurrence

4.9 Moves, Adds, and Changes Charge

Non-recurring charges as shown in Sections 4.1 through 4.5 may apply.

4.10 Service Restoration Charge

\$15.00 per occurrence

4.11 Service Change Charge

\$40.00 per occurrence

(I)

4.12 Intercept Service

No charge

4. Price List (cont'd)

## 4.13 Access Rates

4.1.13 Exceptions to FCC Tariff No. 19

(N)

## (A) Switched Access Services

## (1) Service Provided by UNE-P/Commercial Agreement

## (a) Direct Transport

	Per Minute Rate
Originating	\$0.0029938
Terminating	\$0.0029938

## (b) Combination Direct/Tandem Transport

	Per Minute Rate
Originating	\$0.0055598
Terminating	\$0.0055598

## (2) Service Provide via Company Switch

	Per Minute Rate
Originating	\$0.003506
Terminating	\$0.003506

(N)

4. Price List (cont'd)

(N)

4.14 Optional FeaturesVanity Number

	Nonrecurring Charge	Monthly Recurring Charge
Vanity Number	\$100.00	\$0.00

Hunting

	Nonrecurring Charge	Monthly Recurring Charge
Hunting	\$0.00	\$0.00

4.15 Miscellaneous Charges

## 4.15.1 Service Expedite Charge

Expedite Charge per DSI/ISDN PRI	\$600.00
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(N)